

U.S. COURTS

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In Re:

KNIGHT, FRANK & MONICA,  
  
Debtors.

Bkr. Case No. 00-00244  
Chapter 13

**SECOND AMENDED CHAPTER 13  
PLAN AND RELATED MOTIONS**

This plan is proposed by the Debtor. It contains provisions that may significantly affect your rights. It contains matters, which if not objected to, may be accepted by the Court as true. Creditors cannot vote this plan. A creditor who wishes to oppose the plan and related motions may do so by timely filing a written objection. Any objection must be in writing, and must be filed with the Court and served upon the Debtor, Debtor's attorney, and the chapter 13 trustee by the time set by the Court for the first meeting of creditors, within five (5) days thereafter, or as otherwise allowed by law. Absent any such objection, the Court may confirm this plan, accept the valuations and allegations herein, and grant the motions without further notice or hearing. If a creditor files a timely written objection, that creditor must also appear at the hearing on confirmation of the plan to assert the objection, or it may be denied without further notice or hearing. The provisions of the confirmed plan will bind the Debtor and each creditor.

1. **PAYMENTS TO TRUSTEE.** Such portion of the projected future earnings and income of the Debtor as is necessary for the execution of the plan is submitted to the supervision and control of the chapter 13 trustee for the duration of this plan, to wit:

(a) **PERIODIC PAYMENTS.** Debtor will pay to the trustee for a term, not exceeding 36 months the sum of \$1,341 monthly, starting April 27, 2000.

(b) **INCOME TAX REFUNDS. (Check One)**

☐ Debtor projects no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the trustee; OR

☐ Debtor projects income tax refunds during the term of this plan. During the initial 36 months of the plan, the Debtor will turn over to the trustee all income tax refunds. At any time during the term of the plan, Debtor shall be entitled to use a tax refund to pay taxes due any other taxing authority; however, the Debtor shall

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1 remit any tax refund balance to the trustee. Upon the trustee's recommendations or upon  
2 notice and hearing, the Court may enter an order entitling the Debtor to retain, in whole  
3 or in part, income tax refunds owing during the term of the plan to facilitate the terms of  
4 this plan or meet the other reasonable or necessary needs of the Debtor.

5 (c) **EARLY PAYOFF.** This plan may not be paid in less than thirty-six  
6 (36) months by Debtor without notice to interested parties and an opportunity for  
7 hearing before the Court.

8 (d) **WAGE DEDUCTION ORDER.** Debtor acknowledges that if the  
9 Debtor is ever more than thirty (30) days delinquent on any payment due under Section  
10 1(a) of this plan, upon request of the trustee a wage deduction order to Debtor's  
11 employer may immediately issue.

12 2. **DEFERRAL OF PAYMENTS FOR CAUSE.** The trustee for cause may defer  
13 not more than two monthly payments per calendar year without further notice to parties or  
14 hearing before the Court.

15 3. **POST-CONFIRMATION RECOVERY OF PROPERTY.** Debtor elects as  
16 follows:

- 17 (Check One) ☐ The trustee shall retain the right, post-confirmation, to  
18 recover monies, to recover property and avoid liens  
19 pursuant to 11 U.S.C. Section 541, et. seq. Any such  
20 recovery or avoidance shall, when liquidated, be disbursed  
21 to creditors as additional disposable income, in  
22 accordance with 11 U.S.C. Section 1325(b); OR
- 23 ☐ The Debtor has calculated the right to recover monies, to  
24 recover property and avoid liens pursuant to 11 U.S.C.  
25 Section 541, et. seq. in the plan payments. As a result, the  
26 trustee shall not retain such further rights, post-  
27 confirmation.

28 4. **DISBURSEMENTS & PLAN TREATMENT BY TRUSTEE.** From the  
payments so received, the trustee shall make disbursements as follows:

(a) **PROVISIONS FOR PRIORITY CREDITORS.** From payment of  
allowed claims entitled to priority under 11 U.S.C. Section 507 in deferred cash  
payments as follows:

- (1) **Trustee.** Fees to the trustee as provided by 28 USC Section 586.
- (2) **Attorney.** Fees to the Debtor's attorney in the total amount of  
\$585 in equal monthly installments over the initial 4 months.
- (3) **Maintenance/Child Support.** Unless the holder of the claim  
agrees otherwise, upon confirmation of the plan and the filing of an allowed claim, any  
allowed unsecured claims of a spouse, former spouse, or child of Debtor, for delinquent  
maintenance or child support shall be paid:

(Check One) ☐ during the initial \_\_\_\_\_ months of the plan;

☐ in equal monthly installments over the term of the plan;  
OR

☒ not applicable.

(4) **Taxes.** Unless the holder of the claim agrees otherwise, upon confirmation of the plan and the filing of an allowed claim, any allowed unsecured priority claims of governmental units shall be paid:

(Check One) ☐ during the initial \_\_\_\_\_ months of the plan;

☐ in equal monthly installments over the term of the plan;  
OR

☒ not applicable

(b) **PROVISIONS FOR CREDITORS HOLDING SECURED CLAIMS.**

(1) **Modification of rights of holders of secured claims.** To each of the following named creditors, the full value of the allowed secured claim held, provided a timely allowed claim is filed. Each creditor holding an allowed secured claim shall retain its lien on the collateral securing that claim until the *allowed secured value* has been paid, at which time the lien shall be released. The allowed secured value is defined as the lesser of the amount of a creditor's claim or the market value of the creditor's collateral, as set forth in this plan. The *allowed secured value* shall be amortized at the rate of interest (simple interest, direct reducing), in equal monthly installments over the term of the plan, unless otherwise provided. No pre-confirmation interest shall be paid, unless otherwise provided. Upon payment of the allowed value of the secured claim, the secured creditor's lien shall be released, void of any further effect, including void of any further security interest. Any portion of the debt owed to a creditor in excess of the allowed value of the collateral will be treated in this plan as an unsecured claim. Unless otherwise ordered by the Court, payments shall commence upon filing of an allowable claim and pursuant to the terms of the Order of Confirmation of the plan. The *Projected Total Payments* constitute the Debtor's best estimate of the total of all payments made to the secured creditor on the secured portion of such creditor's claims. At the discretion of the trustee, *allowed secured values* of \$500 or less may have payment accelerated.

*Secured creditor rights and claims will be modified in accordance with the values and terms provided for herein by Debtor. An order valuing the secured portion of a claim, at less than the total amount of the claim, voids the creditor's lien to the extent of the unsecured portion of the claim.*

The Debtor hereby MOVES the Court for an order so fixing the value of the collateral as follows:

CREDITOR	DESCRIPTION OF COLLATERAL	ALLOWED SECURED VALUE	RATE OF INTEREST	PROJECTED TOTAL PAYMENTS
Blazer/Washington Mutual	Household goods	\$500	9 percent	43.73/mo, 12 mos